THE HONOURABLE SRI JUSTICE C.V.RAMULU

WRIT PETITION No. 11145 OF 2006

DATED: 25.07.2006

Between:

Md. Umran

….Petitioner

AND

The Joint Collector and
Ex-Officio, Executive Director,
A.P. State Civil Supplies Corporation Ltd.,
Karimnagar and others

…Respondents

THE HONOURABLE SRI JUSTICE C.V.RAMULU

WRIT PETITION No.11145 OF 2006

ORDER:

This writ petition is filed being aggrieved by the allotment of contract in favour of the 4th respondent through proceedings No.PDS/Movt.5 (1) 2005, dated 23.05.2006 of 1st respondent, and consequently to declare the proceedings of the third respondent in PDS/Movt.5 (1)/2005 dated 01.06.2006 granting work order as arbitrary and illegal and contrary to the principles of natural justice and violative of directions of this Court in W.P.No.19715 of 2005.

Earlier, when the work in question was allotted to the petitioner herein, 4th respondent herein filed Writ Petition No. 19715 of 2005, which was disposed of along with batch by an order dated 09.12.2005 directing the official respondents as under:-

> "For the foregoing reasons, the writ petitions are allowed and the orders passed by the A.P. Civil Supplies Corporation, awarding the contracts in respect of M.L.S. points, Karimnagar, Sultanabad and Siricilla; are set aside. The Corporation shall undertake negotiations once again with all the eligible tenders, duly indicating the necessary parameters, such as any minimum or maximum rates, or comparison of ability or experience of the contractors; in the event of the rates being equal, etc., This exercise shall be completed within a period of three weeks from the date of receipt of a copy of this order. Pending such exercise, status quo obtaining as on today shall be maintained."

Thereafter, the 3rd respondent issued a notice dated 30.12.2005 indicating the parameters for participating in the negotiations. After

service of the notice dated 30.12.2005, the petitioner as well as the 4th respondent participated in the negotiations held on 04.01.2006 at the chambers of the Joint Collector, Karimnagar. After considering the relative merits, the contract in question, is now awarded in favour of the 4th respondent. Aggrieved by the same, this writ petition is filed.

It is the contention of the learned Counsel for the petitioner that the parameters as fixed in the notice dated 30.12.2005 as directed by this Court, have not been followed in the negotiations held on 04.01.2006 and the work has been allotted to the 4th respondent without observing the parameters though such parameters were decided as per the directions of this Court in W.P.No.19715 of 2005 and batch dated 09.12.2005.

The parameter No.l says "the nearest rate to the existing rate but not the lowest rate in view of economic viability and workability. Existing rate is: 2.99/0.20." Thus, the existing rate is Rs. 2.99 Paise up to 8 kilo meters per quintal and 0.20 Paise beyond 8 kilo meters per quintal. Admittedly, the petitioner quoted 2.96 paise up to 8 kilo meters and 0.19 paise beyond 8 kilo meters whereas the 4th respondent quoted 2.98 paise up to 8 kilo meters and 0.20 paise beyond 8 kilo meters. If the parameter No.1 as noticed above is taken into consideration it cannot be said that the 4th respondent's was the lowest offer. He quoted nearer to the existing rate i.e., 0.01 paise less than the existing rate up to 8 kilo meters and 0.20 paise beyond 8 kilo meters i.e,., the existing rate itself. Whereas the petitioner quoted 2.96 paise up to 8 kilo meters i.e., 0.02 paise less than the existing rate and 0.19 paise beyond 8 kilo meters. In view of this, it can be said that the respondent No.4 quoted the rate nearer to the rate existing but not the lowest rate, while the petitioner quoted nearer to the existing rate but it is lowest. Therefore, I am of the opinion that the authorities have not

committed any error calling for interference of this Court under Article 226 of the Constitution of India in awarding contract in favour of the 4th respondent.

The learned Counsel for the petitioner also strenuously contended that the respondents have not taken into consideration the experience put up by the petitioner and the vehicle held by him for the purpose of performing the contract. May be the petitioner has asserted the same but did not state specifically as to the comparative experience with that of the 4th respondent. Therefore, there was no specific reply given by the respondents. As such who is more experienced and could have been preferred cannot be gone into in this writ petition. Hence, the writ Petition is devoid of merits and is liable to be dismissed.

Accordingly, the writ petition is dismissed. No order as to costs.

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25th July, 2006

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THE HONOURABLE SRI JUSTICE C.V.RAMULU

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